

CRANSTON SCHOOL COMMITTEE MEETING

JANUARY 19, 2016

WESTERN HILLS MIDDLE SCHOOL

400 PHENIX AVENUE, CRANSTON, RI 02920

EXECUTIVE SESSION – 6:00 P.M.

IMMEDIATELY FOLLOWED BY PUBLIC MEETING

IMMEDIATELY FOLLOWED BY PUBLIC BUDGET WORK SESSION

AGENDA

1. Call to order- 6:00 p.m. Convene to Executive Session pursuant to RI State Laws -

2. PL 42-46-5(a)(1) Personnel:

3. PL 42-46-5(a)(2) Collective Bargaining/Litigation:

4. PL 42-46-5(3)

A. District Safety Plan

5. Convene Executive Session

6. Call to Order - Public Session

7. Roll Call – Quorum

8. Executive Session Minutes Sealed – January 19, 2016

9. Minutes of Previous Meetings Approved - None

10. Public Acknowledgements/Communications

11. Chairperson's Communications

- 12. Superintendent's Communications**
- 13. School Committee Member Communications**
- 14. Public Hearing**
 - a. Students (Agenda/Non-Agenda Matters)**
 - b. Members of the Public (Agenda Matters Only)**
- 15. Consent Calendar/Consent Agenda**
- 16. Action Calendar/Action Agenda**

RESOLUTIONS

Resolution No. 16-01-03 Whereas, the Cranston East Thunderbolt Band and Emerald Encore travelled to New Britain CT on October 31, 2015 and successfully defended their US Bands Division II Open New England Championship. The 2015 show, titled 'How to Survive a Zombie Apocalypse' won first place with a score of 92.563 and award for Best Music.

Whereas, the band traveled to Lawrence MA on November 1, 2015 to participate in the New England Scholastic Band Association, New England Marching Band Championship. There, they competed in a higher division against eight other New England schools and finished in Third Place with a score of 93.20.

Be it RESOLVED, that the Cranston School Committee wishes to recognize and congratulate the leaders and the following members of the band, as well as, Co-Directors, Mark Colozzi and Greg Arsenault

along with Emerald Encore Director Roxanne Gustafson.

DRUM MAJORS - Jody Huang and Taylor Rainho; PICCOLO - Cody Kong; CLARINET - Timothy Khiev, Bernadette Linsangan, Patrick Maguire, Daniel Norridge, Sienna Racal and Jessica Wong; ALTO SAXOPHONE - Jeramiah Coss and Troy Santopadre; TRUMPET - Jason Jimenez, Kelvin Jimenez(*), Joshua Nelson, Jonathan Penta; TENOR SAXOPHONE - Adrian Cartagena, Jody Huang, Taylor Rainho and Timothy Thongvilay; TROMBONE - Kevin Aldana, Justin Cruz(*) and Roland Hanson; TUBA - Steven Khiev and Peter Vannini; SNARE - Cole Araby(*), Talia Parente and Crosby Ribera; MULTI-TENOR - Keenan Dunleavy and Patrick Wynn; BASS DRUM - Baeli Carroll; Benjamin Cruz; Joshua Deland and Jacob McLane; FRONT ENSEMBLE - Chelsea Asare, Molly Botts, Catalina Cortez, Darien Di Naro, John Rei, Joseph Scungio and Thomas Yakey; EMERALD ENCORE - Jenna Barbarisi , Paloma Borgia, Sebastian Borgia, Hayley Calderara, Bianca Duran, Domenic Fusco, III and Kailey Fusco; MELLOPHONE - Giovany Jimenez; Jacob Nelson; Hanna van Bella; Moises Velasquez; Shevanna Yee (*Section Captain);

Be it further RESOLVED, that they receive a copy of this Resolution signed by the members of the Cranston School Committee.

Please note that this resolution was previously placed on the December 14, 2015 Agenda. However, some names were inadvertently omitted and is being placed on this agenda for

acknowledgment of all participants and NO presentation of certificates will take place

ADMINISTRATION

PERSONNEL

Resolution No. 16-01-04 RESOLVED, that the Memorandum of Agreement between the Cranston School Committee and the Cranston Teachers' Alliance revising Article XVIII, the teacher evaluation section, be accepted (See attached).

Resolution No. 16-01-05 RESOLVED, that the Memorandum of Agreement between the Cranston School Committee and the Cranston Teachers' Alliance that outlines the plan to staff the full day kindergarten programs and to move the 6th grade back into the middle schools be accepted (See attached).

Resolution No. 16-01-06 RESOLVED, that at the recommendation of the Superintendent, the School Committee approve a salary adjustment for a certified administrator effective January 19, 2016 (see attached Salary Adjustment Worksheet).

Resolution No. 16-01-07 RESOLVED, that at the recommendation of the Superintendent, the following certified personnel be appointed as substitutes on a temporary basis as needed:

April Altieri, Elementary 1-6

Dawn Harty, Nurse-Teacher

Cody Warnock, Health & Physical Education PK-12

Katherine Hitte, Elementary 1-6

Holly Bedrosian, Elementary 1-6

Jeffrey Lumb, Social Studies 7-12

Justin Medeiros, Health & Physical Education Pk-12

Resolution No 16-01-08 RESOLVED, that at the recommendation of the Superintendent, the retirement of the following certified personnel be accepted:

Mildred Moreira, Teacher

Gladstone

Effective Date...June 30, 2016

Resolution No. 16-01-09 RESOLVED, that at the recommendation of the Superintendent, the resignation of the following coach(es) be accepted:

Christopher Sullivan, Head Coach Co-ed Golf

Cranston West

Effective date...January 11, 2016

Resolution No. 16-01-10 RESOLVED, that at the recommendation of the Superintendent, the following non-certified employee(s) be appointed:

**Derrick Lotz, 5hr Part Time Custodian
Plant**

Effective Date...December 14, 2015

Replacement

Fiscal Note...11247050 51110

**Kyle Sperduti, 5hr Part Time Custodian
Plant**

Effective Date...December 14, 2015

Replacement

Fiscal Note...12447050 51110

**Olubuicola Majekodunmi, Bus Monitor
Transportation**

Effective Date...January 4, 2016

Replacement

Fiscal Note...13045090 51110

**Mary Ann Papa, Bus Driver
Transportation**

Effective Date...December 18, 2015

Replacement

Fiscal Note...11345190 51110

Lisa Anastasi, Bus Aide

Transportation

Effective Date...January 4, 2016

Replacement

Fiscal Note...11545120 51110

Deanna Riggi, Bus Monitor

Transportation

Effective Date...January 11, 2016

Replacement

Fiscal Note...13445090 51110

Shari Imondi, Teacher Assistant

Hope Highlands

Effective Date...January 19, 2016

Replacement

Fiscal Note...13446100 51110

Resolution No. 16-01-11 RESOLVED, that at the recommendation of the Superintendent, the following non-certified personnel be appointed as substitutes on a temporary basis as needed:

Colleen Maynard, Teacher Assistant

Tera Norberg, Teacher Assistant

Shemekka Speight, Custodian

Resolution No. 16-01-12 RESOLVED, that at the recommendation of the Superintendent, the retirement(s) of the following non-certified personnel be accepted:

Joanne Voccio, Teacher Assistant

Waterman

Effective Date...June 30, 2016

BUSINESS

Resolution No. 16-01-13 RESOLVED, the following purchase be approved:

Resolved, that the form of amended Custodian 401 (A) Retirement Plan and Trust effective July 1, 2015 presented to this meeting is hereby approved and adopted and that an authorized representative of the Employer is hereby authorized and directed to execute and deliver to the Administrator of the Plan one or more counterparts of the Plan.

Resolution No. 16-01-14 RESOLVED, the following purchase be

approved:

EMT certification instruction program from New England Emergency Medical Training for the CACTC in the amount of \$850 per student.

Number of bids sent 2

Number of bids received 2

POLICY AND PROGRAM

Resolution No. 16-01-15 RESOLVED, that at the recommendation of the School Committee, the following policies be reviewed for amendment and/or deletion (See attached).

1121 Availability of Records on Web Site Amend

1140 Use of Students Delete

1210 School-Community Associations Delete

1221(a)(b) Citizens' Advisory Committees for the School Committee Review

1223 By-Laws of the Cranston Rhode Island Special Education Advisory Committee Review

1310 Relations Between Public & School Personnel Review

1312 Complaints Concerning School Personnel Review

1314 Soliciting Funds from School Personnel Review

1324 Soliciting Funds from and by Students Amend
1325 Advertising and Promotion by Students Delete
1331 Smoke Free Environment Delete
1411 Police Department Review

TABLED RESOLUTION(s)

Resolution No. 15-11-21 RESOLVED , that at the recommendation of the Superintendent, the following Conference/Field Trip of Long Duration be authorized:

1. Cranston High School West and Cranston High School East Students will be going to Costa Rica, February 13 – 21, 2016. Twelve students along with the two supervising teachers will depart Saturday, February 13, 2016 and return Friday, February 21, 2016. The cost of the trip will be \$2,204.00 per student/chaperone. Students and chaperones will be responsible for the cost of the trip. The students will be given ample opportunity to raise monies for the trip through a variety of fund raising activities. The tour company offers on-line payment options. The supervising teachers will be Joel Gluck, Science teacher, CHSW and Carolyn Sczerbinski, Program Supervisor, World Languages.

Resolution No. 15-12-16 RESOLVED, that at the recommendation of the School Committee, the following policy be revised and or amended (See Attached)

Policy No. 1330 Use of School Buildings by School and Non-School Based Organizations Policy

17. Public Hearing on Non-Agenda Items

18. Adjourn to Public Budget Work Session

a. Superintendent's Presentation of the 2016-2017 School Budget to the Cranston School Committee

19. Announcement of Future Meeting(s) – January 25, 2016 and January 28, 2016

20. Adjournment

School Committee members who are unable to attend this meeting are asked to notify the Chairperson in advance.

Interested persons and the public at large, upon advance notice, will be given a fair opportunity to be heard at said meeting on the items proposed on the agenda.

Individuals requesting interpreter services for the hearing impaired must notify the Superintendent's Office at 270-8170 72 hours in advance of hearing date.

Any changes in the agenda pursuant to RIGL 42-46-6(e) will be posted on the school district's website at www.cpsed.net, Cranston Public Schools' administration building, 845 Park Ave., Cranston, RI; and

Cranston City Hall, 845 Park Ave., Cranston, RI and will be electronically filed with the Secretary of State at least forty-eight hours (48) in advance of the meeting.

Notice posted: January 15, 2016

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Memorandum of Agreement

Whereas the Cranston School Committee and the Cranston Teachers' Alliance agreed to revisions to Article XVIII, the teacher evaluation section, when negotiating the 2014-2017 Collective Bargaining Agreement; and

Whereas Rhode Island Commissioner of Elementary and Secondary Education Ken Wagner issued a Field Memo on September 18, 2015 that provided additional flexibility in determining the teacher evaluation cycle based on 2014 legislation, and:

Whereas the provisions of Article XVIII, permit the parties to revise the teacher evaluation process if “unanimously agreed to by the District Evaluation Committee and approved by the School Committee”, and;

Whereas the District Evaluation Committee unanimously supported revisions to the teacher evaluation cycle on October 26, 2015 and the

School Committee supported the revisions on January 19, 2016.

Therefore, the parties agree as follows:

A. Transition Period

1. Teachers with an “Effective” rating in the 2013-2014 school year who are due to be evaluated this year, will be evaluated this year and then be moved into the new cycle based on their rating in June, 2016.

2. Teachers with a “Highly Effective” rating in the 2013-2014 school year who are due to be evaluated in 2016-2017 school year will be evaluated that year and then moved into the new cycle based on their rating in June, 2017.

3. Related Service Providers with an “Effective” rating in the 2014-2015 school year who are due to be evaluated in the 2016-2017 school year will be evaluated that year and then be moved into the new cycle based on their rating in June, 2017. The term “Related Service Provider” refers to educators working as Certified School Nurse Teachers, Guidance Counselors, Occupational Therapists, Psychologists, Speech-Language Pathologists and Social Workers.

4. Related Service Providers with a “Highly Effective” rating in the 2014-2015 school year who are due to be evaluated in the 2017-2018 school year will be evaluated that year and then moved into the new cycle based on their rating in June of 2018.

5. Teachers on Special Assignment (TOSA) with a “ Effective” rating in the 2015-2016 school year who are due to be evaluated in the

2017-2018 school year will be evaluated that year then moved into a new cycle based upon the rating in June of 2018.

6. Teachers on Special Assignment (TOSA) with a “Highly Effective” rating in the 2015--2016 school year who are due to be evaluated in the 2018-2019 school year will be evaluated that year then moved into a new cycle based upon the rating in June of 2019.

B. Evaluation Cycle

Subsequent to implementing 1-4 above, the parties agree to a new teacher evaluation cycle as follows:

- 1. Teachers and Related Service Providers rated “Highly Effective” will be evaluated every fourth year.**
- 2. Teachers and Related Service Providers rated “Effective” will be evaluated every third year.**
- 3. Teachers and Related Service Providers rated “Developing” and “Ineffective” will continue to be evaluated every year until they achieve a rating of “Effective” or “Highly Effective” at which point they will be placed into the appropriate cycle.**
- 4. Non-Tenured Teachers and Related Service Providers will continue to be evaluated every year until they reach tenure and then be placed into the appropriate cycle based on their rating.**
- 5. Teachers and Related Service Providers who change their position to one that requires the use of a different teaching certificate will continue to be evaluated during their first year in the new position. At the end of that year, they will be placed into the appropriate cycle**

based on their rating.

6. Teachers who had been tenured in another district and were subsequently hired by the Cranston Public Schools will continue to be evaluated for two years and then be placed into the appropriate cycle based on their rating at the end of the second year.

C. Annual Conference

Feedback on professional practice will occur every year, as those Teachers and Related Service Providers not being formally evaluated will have walk-through observations and an annual conference with their evaluator.

Notwithstanding the above, if a school does not have a full complement of administrators available to evaluate the tenured teachers assigned to that school those tenured teachers will be moved into the next year's cycle.

If any provision of this Agreement is or shall be at any time contrary to law, then such provision shall not be applicable, or performed, or enforced, except to the extent permitted by law. In the event that any provision of this Agreement is or shall at any time be contrary to law, all other provisions of this Agreement shall continue in effect.

Lizbeth Larkin Jeannine Nota-Masse Janice Ruggieri

President Superintendent Chairperson

**Cranston Teachers' Alliance Cranston Public Schools Cranston
School Committee**

Date Date Date

** **

Memorandum of Agreement

Whereas the State of Rhode Island has mandated that all school districts provide a full day kindergarten program to all students beginning in the 2016-2017 school year; and

Whereas In addition to opening new full day kindergarten positions at elementary schools, the plan approved by the Cranston School Committee closes Hope Highlands Elementary School, opens Hope Highland Middle School, and moves the 6th grade to Middle Schools, and;

Whereas the Cranston School Committee, Cranston School Administration and the Cranston Teachers' Alliance have worked to develop a plan to staff the full day kindergarten programs and to facilitate the return of the 6th grade to middle schools, and:

Whereas the parties want to facilitate these changes by providing for job placements to certain designated positions prior to the Teacher Assignment Process normally held in late May or June

Therefore, the parties agree as follows:

1. A Kindergarten Teacher Assignment Process shall be held on or about December 16, 2015 for the purpose of filling all kindergarten vacancies that exist after the involuntary transfer of kindergarten teachers.

2. All existing provisions of the Collective Bargaining Agreement and all rules in existence that govern the teacher assignment process shall apply to the Kindergarten Teacher Assignment Process.

3. All sixth gradeHope Highlands teachers will be either involuntarily transferred or laid off.

4. A Middle School Teacher Assignment Process shall be held on or about January 27, 2016 for the purpose of filling all available middle school positions.

5. All existing provisions of the Collective Bargaining Agreement and all rules in existence that govern the teacher assignment process shall apply to the Middle School Teacher Assignment Process except

:

a) All teachers and service providers who select a position at the Middle School Teacher Assignment Process shall not be permitted to voluntarily transfer by participating in the Teacher Assignment Process for placement in the 2016-2017 school year or the 2017-2018 school year

b) In the first round of the Middle School Teacher Assignment Process, all vacancies shall be filled by teachers who possess a secondary/middle school certification.

c) In the first round of the Middle School Teacher Assignment Process, secondary teachers may only apply for vacancies in the same subject area as is required in their current teaching assignment.

In the second and subsequent rounds teachers may apply for any vacancy for which they hold a certificate. In the second and subsequent rounds of the Middle School Teacher Assignment Process, sixth grade vacancies in a particular subject matter may be filled by teachers who possess at least one of the following qualifications related to the subject matter of a particular vacancy:

1) The teacher has taught the particular subject while co-teaching at the elementary level for at least three school years.

2) The teacher is a designated Math Specialist through the program at Rhode Island College

3) The teacher possesses an advanced degree in the subject area

4) The teacher consistently participated in the Dana Center training

- 5) The teacher submits a letter to the Superintendent documenting the progress towards a middle school certificate
- 6) The teacher participated in Cranston Public Schools Curriculum Committee work

d) In accordance with Article XVI Section C3, teachers who intend to bid on a position pursuant to subsection d) above may seek and obtain prior approval from the Superintendent.

e) In accordance with Article XVI section C4, the Superintendent or hisher designee shall review all teacher assignments within two weekdays, not including holidays, following each teacher selection process. If the Superintendent questions the position selection of any teacher, the Superintendent shall meet with the CTA president and affected teacher to review the selection.

Lizbeth Larkin Jeannine Nota-Masse Janice Ruggieri
President Superintendent Chairperson
Cranston Teachers’ Alliance Cranston Public Schools Cranston
School Committee

Date Date Date

CRANSTON PUBLIC SCHOOLS

2015-2016 BUDGET

ADMINISTRATOR SALARY ADJUSTMENT WORKSHEET

CURRENT AMENDED

2015-2016 2015-2016 2015-2016

LAST FIRST POSITION SALARY SAL. ADJ. SALARY

DILLON JAMES EXEC. DIR. OF STUD. INFORM. SERV. 104,503 662
(A) 105,165

Salary 662

Cert. Pension 108

Medicare 10

780

(A) - BASED UPON 120 WORK DAYS REMAINING IN 2015-2016
FISCAL YEAR. TOTAL ANNUAL INCREASE
REPRESENTS A \$1,497 SALARY ADJUSTMENT.

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Community Relations

Availability of Records on Web Site

The Cranston School Committee wishes to make its records available to the public because an informed citizenry is essential to democratic government. Accordingly, the Superintendent and her staff shall post on the school department's web site minutes of the previous month's school committee meetings, except those held in Executive Session; and the detailed report of the Superintendent's proposed budget starting with the 2004-2005 budget year and the current budget adopted by the school committee.

In addition, a copy of the Superintendent's proposed budget, starting with the 2004-2005 budget, and a copy of the adopted school committee budget will be distributed to all branches of the Cranston Public Library.

Policy Adopted: 11/17/03 (Res. No. 03-11-14) CRANSTON PUBLIC SCHOOLS

CRANSTON, RHODE ISLAND

** **

1140

Community Relations

Use of Students

The Cranston School Committee is of the opinion that it is poor policy to use pupils for distributing non-school materials in the community or for soliciting funds or in sales campaigns to finance extracurricular

activities. It is therefore the policy of the school committee to limit fund-raising activities to a minimum.

Pupils may engage in raising funds, under the control of the school, for certain approved pupil activities and for a limited number of previously approved projects, subject to the following conditions:

- 1. The project has the approval of the principal of the school involved.**
- 2. The project has been approved by the superintendent.**
- 3. The project involved has been selected by the student governing body as one in which they wish to participate.**

Schools will not participate in non-approved fund-raising campaigns.

**Policy Adopted: 3/20/72 CRANSTON PUBLIC SCHOOLS
CRANSTON, RHODE ISLAND**

1210

Community Relations

School-Community Associations

The school administrators and the teachers shall be encouraged to work with the parent-teacher groups at all times in their programs, to attain the very best understanding and cooperation between the home and the school.

Policy Adopted: 3/20/72 CRANSTON PUBLIC SCHOOLS
CRANSTON, RHODE ISLAND

1221(a)

Community Relations

Citizens' Advisory Committees for the School Committee

Ad hoc advisory committees should be appointed only when there is a definite function to be performed, and this function should be indicated to the committee in writing when it is appointed.

Ad hoc advisory committees should be appointed primarily to advise the school committee. In general, individual members of such committees shall not be requested to perform specific services for the school committee. Unique talents of members can best be utilized on a consultative basis.

Ad hoc advisory committees should not be appointed to advise on matters requiring decision by the school committee unless adequate time is available for a thorough study by the committee.

The school committee shall seek the advice of the superintendent before establishing or dissolving any ad hoc advisory committee.

Specific topics for study or well-defined areas of activity shall be assigned in writing to each ad hoc committee immediately following

its appointment.

Upon completing its assignment, each ad hoc committee shall be dissolved promptly.

Each ad hoc committee shall be instructed as to:

- 1. The length of time each member is being asked to serve.**
- 2. The service the school committee wishes it to render.**
- 3. The resources the school committee intends to provide to help it complete its job.**
- 4. The appropriate dates on which the school committee wishes to submit reports.**
- 5. The time and place of the first meeting.**
- 6. The school committee policies governing ad hoc citizens committees to help clarify relationships from the beginning.**
- 7. Its relationships with the school committee as a whole, with individual school committee members, with the other members of the professional staff.**
- 8. The approximate date on which the school committee wishes to dissolve the ad hoc committee.**

1221(b)

Citizens' Advisory Committees for the School Committee (continued)

The school committee shall have the sole power to dissolve any of its ad hoc advisory committees and shall reserve the right to exercise this power at any time during the life of any committee.

Publicity

The school committee shall see that the public is made aware of the services rendered by such committees of citizens as it may appoint and shall see that the public is informed of all major conclusions and recommendations made by such committees. All public announcements concerning the organization, membership, operation, recommendations and dissolution of such committees shall be made at such time and in such manner as the school committee may choose.

**Policy Adopted: 3/20/72 CRANSTON PUBLIC SCHOOLS
CRANSTON, RHODE ISLAND**

1223

**BY-LAWS OF THE CRANSTON RHODE ISLAND SPECIAL EDUCATION
ADVISORY COMMITTEE**

Article I: Name

**The name of this committee shall be the Cranston Special Education
Advisory Committee (SEAC). SEAC is a recognized member of SEAN**

(Special Education Advisory Network).

Article II: Functions and Responsibilities

The Local Advisory Committee shall:

- 1. Advise the Cranston School District on matters concerning the unmet needs of students with disabilities.**
- 2. Comment on improvement plans including school support plans resulting from Part B compliance reports, local compliance with state and federal laws pertaining to the education of students with disabilities.**
- 3. Comment on applications for federal and state funds.**
- 4. Serve as advocates in partnership with parents for students with disabilities to ensure that they receive the entitlements provided to them under state and federal laws.**

Article III: Operating Procedures

- The committee will run as a pro-active collaborative partnership between Cranston parents, students, educators and administrators.**
- The committee will promote mutual respect and trust and assist parents in looking at the “big” picture.**
- The advisory committee shall meet a minimum of 4 (four) times annually. Additional meetings shall be scheduled when necessary.**
- Official minutes shall be kept of all committee meetings and be**

available for public review, once approved at Cranston Public School website- Special Education Link.

- All committee meetings and agendas shall be publicly announced prior to any meeting via the SEAC e-mail contact list, and as so distributed by those contacts.
- All meetings shall be open to the public.
- Availability of child care will be announced with presentation of agenda.
- The committee shall hold its regular meetings at a central location convenient to all members and accessible to persons with disabilities.
- The length of full committee meetings shall not exceed 2 ½ hours unless approved by a two-thirds vote of membership present.
- Members must be notified of all regular and special meetings. Any change in the established date, time, or location must be given special notice.
- Interpreters and other necessary services may be provided at meetings for members or participants when requested in advance.
- The advisory committee shall serve without compensation, but may be reimbursed for reasonable and necessary expenses for attending meetings and performing duties.
- All participants of the Cranston Special Education Advisory Committee shall be provided with a copy of the by-laws, and the by-laws will be available at each meeting.
- A formal member of the advisory committee is defined as a member who (a) meets the membership criteria and (b) participates in

committee meetings or activities. In the event that a formal member does not participate in some manner, it will be the responsibility of the officers to contact the formal member to determine his/her interest in serving on SEAC.

- An attendee is an individual who attends meetings but has not become a formal member either by choice or because they do not meet the membership criteria.**

- Provided a quorum is in attendance, formal members will make all advisory committee decisions upon a vote. *see voting rights**

- The rules of parliamentary practice as described in Robert's Rules of Order shall govern the proceedings of this committee, provided that they do not conflict with the intent of the by-laws or any state, federal laws/regulations, and/or any school department policy and/or procedures.**

- The committee shall submit such reports as are required by the School Committee, Commissioner of Education, Board of Regents, or United States Dept. of Education. Minority reports may be submitted by one person or a group of people.**

- In order to comment publicly on rules, regulations, and special education issues, members shall either volunteer or be appointed by the Chairperson and the Assistant Chairperson to state, local, and other subcommittees.**

- The Chairperson and Assistant Chairperson may establish such subcommittees as they deem necessary or desirable to carry out the duties and responsibilities of the committee and shall appoint a chairperson to each subcommittee. The majority of subcommittee**

members shall be parents.

- **Correspondence sent to SEAC electronically will be deleted after a period of 90 days.**
- **Correspondence sent in physically will be recorded electronically, then the physical item will be disposed.**

Officers

The officers of the Cranston Special Education Advisory Committee shall be:

- **Chairperson.**
- **Assistant Chairperson.**
- **Past-Chairperson(s).**
- **Secretary.**
- **The Assistant Chairperson shall assume the Chairperson's role in the absence of the Chairperson.**

A. Election and Term of Office

- **Length of term is two years, beginning in September.**
- **Limit is 2 consecutive terms in same role unless a petition to extend the term is approved by the committee.**
- **The Chairperson shall not be a member of the administration of the Cranston School Department or member appointed by the Superintendent, Cranston Teacher's Alliance, or the School Committee.**
- **Elections shall be held in May.**

B. Removal

- Any officer of the committee may be removed by a two-thirds vote of all members sitting on the committee, whenever in the judgment of the committee; the best interests of the committee would be served by this decision.

C. Vacancy

- A vacancy in any office because of death, resignation, removal, disqualification, or otherwise shall be filled by the committee from a volunteer among existing membership for the unexpired portion of the term.

D. Duties And Responsibilities

Chairperson

- Preside at all committee meetings
- Will sign all letters, reports, and other communications of the committee
- Respond and forward e-mails sent into committee
- Maintain the contact list upon the e-mail account
- Send agenda/minutes out prior to meetings
- Generally responsible for directing and coordinating affairs of the committee

Assistant Chairperson

- Take over chairperson roles in the event chairperson, not in position, or absent

- Assist chairperson as needed to maintain goals of SEAC

Secretary

- Take the minutes and attendance of all meetings
- Post approved minutes on website per current defined process
- Prepare other necessary communications as directed by the chairperson

Past Chairperson

- Chairperson of the nominating committee
- Nominating committee is responsible to present the names of persons nominated to the committee in April

Article IV: Appointment of Members

- The school committee shall appoint an Advisory Committee on Special Education.

Membership

The Advisory Committee must be composed of individuals involved in or concerned with the education of children with disabilities.

1. Parents of students with disabilities shall compose a majority of the committee membership, and at least fifty percent (50%) of this majority shall be selected by the parents of students with disabilities.
2. An individual with a disability.
3. A special education teacher.
4. A general education teacher.
5. A public school administrator.

6. Other members of the community at the discretion of the Cranston Special Education Advisory Committee and the Cranston School Committee.

7. Membership shall be composed of twenty-nine (29) individuals involved in or concerned with the education of children with disabilities.

8. The Cranston Special Education Advisory Committee may expand the committee to include additional persons in the preceding groups and representatives of other groups.

A. Appointment of Members

- **The Superintendent shall select the administrators.**
- **Cranston Teacher's Alliance shall select the teachers.**
- **School Committee shall select its representative.**
- **Parents will be selected by parents of children with disabilities and voting members of SEAC.**

B. Term of Members

- **All new members shall be appointed for one, three year term.**
- **At the conclusion of a member's term, he/she may petition for another term per Article IV, Section A.**

C. Duties and Responsibilities

- **Formal (voting) membership requires individuals to complete a membership enrollment form indicating their commitment to participate in committee activities and attend meetings on a regular basis.**
- **In order to comment publicly on rules, regulations, and special**

education issues, members shall either volunteer or be appointed by the Chairperson and the Assistant Chairperson to state, local, and other subcommittees.

D. Termination of Membership

- Causes for removal shall be for failure to carry out those responsibilities assumed by acceptance on the committee.**
- SEAC, by a two-thirds vote, may request the resignation of, or remove a member upon committee recommendation, if there is just cause.**

E. Attendance

- Failure of a member to attend three meetings of the committee without prior notice to the chairperson will result in removal from the committee.**

F. Resignation

- Any member may resign by filing a written resignation with the Cranston Special Education Advisory Committee.**

G. Vacancy

- Any vacancy on the Cranston Special Education Advisory Committee shall be filled as in the process stated in Article IV, Section A.**

H. Alternate Parent Membership

- **Parents/guardians may apply for special circumstance delegate/alternate membership and will also be selected by parents of children with disabilities.**
- **Each delegate, or in their absence, their alternate, shall be entitled to one vote and shall cast that vote on each matter submitted to a vote of SEAC.**
- **Each delegate/alternate team is considered to be one member of SEAC.**

ARTICLE V: VOTING RIGHTS

- **Each member shall be entitled to one vote and may cast that vote on each matter submitted to a vote of the committee.**
- **Proxy voting and absentee ballots shall not be permitted.**
- **Attendees will not have voting rights.**

Voting Procedures

- **Voting will be done by ballot for election of officers.**
- **Votes required for resolving issues arising at committee meetings will be done by majority hand count.**

Quorum

- **All decisions of the committee shall be valid unless a majority of the members of the committee appointed and holding office concur therein by their votes.**

Duties and Responsibilities of the Local Agency

- The local agency shall provide support to the committee by contracting for technical assistance services with the Rhode Island designated Parent Training and Technical Assistance Agency or other community-based non-profit parent organization**
- Such technical assistance shall include the role of advisory committees in advocating for children, state and federal regulations, community resources, strategic planning and development of an annual report to the school committee.**
- The local education agency shall also provide school and district improvement plans to the committee for comment and make available appropriate records and data as permitted by law.**
- The public agency shall also support the committee in disseminating information to parents of students regarding the role of the advisory committee, information pertaining to special education and inform the committee of professional development opportunities that are available within the LEA.**
- The Executive Director of Pupil Personnel Services shall be the local educational agency (LEA) contact person or their assigned designee (unless otherwise specified by the school committee). This individual shall work proactively and collaboratively in partnership with the SEAC members**
- The LEA contact shall be the contact between SEAC and Cranston School Department Administration and shall be the link for any individual concerns of parents.**

Parent Notification of Local Advisory Committee

- **When a child is referred to special education, each school district special education program shall provide the parents with notification of the existence of local advisory committee for Special Education established in compliance with these regulations.**
- **The notification shall specify that a majority of the local advisory committee is parents of children with disabilities, and shall inform the parents of how the local advisory committee may be contacted.**

ARTICLE VI: Review of By-Laws

By-laws will be reviewed when necessary by the Officers of SEAC to ensure that the by-laws align with the State of Rhode Island Regulations for Elementary and Secondary Education.

Amendments to By-Laws

- **In the event that amendments are needed to the by-laws, then a sub-committee will be formed.**
- **The by-laws subcommittee will be responsible for the review and revision of the by-laws as well as presenting the revised by-laws to SEAC for review.**
- **The SEAC bylaws/amendments shall be provided to the Director of Pupil Personnel Services who shall then review and recommend revisions if necessary.**
- **The Executive Director of Pupil Personnel Services shall present the by-laws to the school committee for approval.**

ARTICLE VII: Approval of By-Laws

These by-laws and any subsequent amendment thereto shall become effective upon approval by the School Committee.

- The school committee by majority vote shall approve the by-laws of the advisory committee.**

Approved: _____ **Date:**__

Cranston School Committee Chairperson

Approved: _____ **Date:**__

Cranston School Committee Vice-Chairperson

**Policy Amended: 5/21/12 (Res. No. 12-5-33) CRANSTON PUBLIC
SCHOOLS
CRANSTON, RHODE ISLAND**

Community Relations

Relations Between Public & School Personnel

The school committee recognizes that teachers and other employees of the school district have a dual role in their relations with the public which complicates decisions from time to time concerning responsibility.

Teachers, especially, may have to decide between their responsibilities as professionals employed by the school system on the one hand or as members of the community on the other when differences of opinion arise concerning goals or operations of the schools.

The school committee believes that the First Amendment rights of teachers and other employees must be protected. The school committee also believes that the schools and school committee should not be subject to unfair, unwarranted or malicious attacks from within.

To help achieve those two goals, the school committee instructs the administration to confer and work with employees or employee groups in setting up a carefully designed procedure for handling

difference of opinion between school committee and staff which will have at least the following characteristics:

- 1. Protect and guarantee each employee's First Amendment rights.**
- 2. Set guidelines for assisting teachers to distinguish between their professional employee responsibilities and their lay citizen ones.**
- 3. Establish procedures, including arbitration, for handling grievances so that prosecutor, judge, jury and executioner are not centered in one person or group.**
- 4. Provide for channels of communication within the school system to enable employees to have access to policy positions of the board, regulations of the administration, and prompt notification of events and pertinent facts.**

Policy Adopted: 3/20/72 CRANSTON PUBLIC SCHOOLS

CRANSTON, RHODE ISLAND

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1312

Community Relations

Complaints Concerning School Personnel

Constructive criticism of the schools is welcome through whatever medium when it is motivated by a sincere desire to improve the quality of the education program and to equip the schools of this district to perform their task more effectively.

The school committee trusts in its employees and desires to support their actions in such a manner that employees are freed from unnecessary, spiteful, or negative criticism and complaints.

Whenever a complaint is made directly to the school committee as a whole or to a school committee member as an individual, it shall be referred to the school administration for study and possible solutions. The individual employee involved shall be advised of the nature of the complaint and shall be given every opportunity for explanation, comment, and presentation of the facts as he sees them.

If it appears necessary, the administration, the person who made the complaint, or the employee involved may request an executive session of the school committee for the purpose of further study and a decision by this body. Generally all parties involved, including the school administration, shall be asked to attend a meeting for the purposes of presenting additional facts, making further explanations, and clarifying the issues. Heresy and rumor shall be discounted as

well as emotional feelings.

The school committee shall conduct such meetings in as fair and just a manner as possible. The school committee may request a disinterested third party to act as a moderator to help it reach a mutually satisfactory solution.

Any parent, guardian, or other person who upbraids, insults, or abuses any teacher or other employee on school property or in the presence of pupils shall be prosecuted by the district under the provisions of law. School employees who are sued as a consequence of performing their assigned duties shall be provided full legal services.

**Policy Adopted: 3/20/72 CRANSTON PUBLIC SCHOOLS
CRANSTON, RHODE ISLAND**

1314

Community Relations

Soliciting Funds from School Personnel

Because fundraising drives divert so much time, energy and attention of the staff from their educational tasks, the school committee sanctions only one such drive per year. Proceeds of that drive may be allocated by the superintendent among the several worthy charities offering district-wide services, or given directly to the United Fund.

Tickets to affairs sponsored by or for non-school agencies shall not be sold in any public school or on school premises by any school or school organization or by any non-school organizations, except at the box office at specified times.

The establishment and administration of “flower funds,” “sickness and bereavement funds,” “anniversary funds” and the like shall be a matter for employee discretion.

**Policy Adopted: 3/20/72 CRANSTON PUBLIC SCHOOLS
CRANSTON, RHODE ISLAND**

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1324

Community Relations

Soliciting Funds from and by Students

There shall be no general solicitation from or by Cranston students in any Cranston school for matters which are not related to school business or activities.

Public schools should not be money making or fund raising agents. Permission has been granted to collect for Junior Red Cross and the

Santa Claus fund on a voluntary basis.

Collection of funds from pupils for other purposes should be referred to the superintendent.

Policy Adopted: 3/20/72 CRANSTON PUBLIC SCHOOLS

CRANSTON, RHODE ISLAND

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Community Relations

Advertising and Promotion by Students

The school committee is of the opinion that it is poor policy to use pupils for distributing non-school materials in the community or for soliciting funds or in sales campaigns to finance extra-curricular activities. It is therefore the policy of the school committee to limit fundraising activities to a minimum.

Pupils may engage in raising funds, under the control of the schools, for certain approved pupil activities and for a limited number of previously approved charities, subject to the following conditions:

- 1. The project has the approval of the principal of the school involved.**
- 2. The project has been approved by the superintendent of schools.**
- 3. The charity involved has been selected by the student body as one in which they wish to participate.**

Schools will not participate in non-approved fundraising campaigns.

**Policy Adopted: 3/20/72 CRANSTON PUBLIC SCHOOLS
CRANSTON, RHODE ISLAND**

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1331

Community Relations

Smoke Free Environment

It is the policy of Cranston Public Schools to eliminate the exposure of students and school employees to the school-site health hazard of tobacco smoke and other tobacco usage. Therefore, Cranston Public Schools will be a tobacco-free school environment effective September 1, 1994. There will be no tobacco product usage by a person in the Cranston Public Schools.

I. Definition

A. “School or schools” shall mean any non-residential school building, public or private, of any city or town community educational system regulated, directly or secondarily, by the Rhode Island Board of Regents for Elementary and Secondary Education or the Rhode Island Department of Elementary and Secondary Education or any other state education board or local city or town school board or school committee or other legal educational sub-division acting thereunder. As used herein, the term “school or schools” shall also include but not be limited to school playgrounds, school administration buildings, indoor school athletic facilities, school gymnasiums, school locker rooms, school buses, other school vehicles other school buildings whose use is not primarily residential and outside areas within twenty-five (25) feet of any school building.

B. “Person” shall mean any person or persons including, but not limited to contract or other workers on school property, school students, school administrators, school employees, school faculty and school visitors.

C. “Tobacco product usage” shall mean the smoking or use of any substance or item which contains tobacco, including but not limited to cigarettes, cigars, pipes, or other smoking tobacco, or the use of snuff or smokeless tobacco, or having in one’s possession a lighted cigarette, cigar, pipe, or other substance or item containing tobacco.

Legal Reference: Rhode Island General Laws 20.9 Policy 1331 Smoke

Free Environment

Smoke Free Environment

II. Enforcement Procedures

A. Students:

As specified in the Elementary Pupils Conduct Code or Disciplinary Procedure for Secondary Schools, whichever is appropriate.

B. Staff:

First Offense – The principal/administrator/supervisor shall inform the staff person of the “Smoking Restrictions in Schools Act”. The school principal/administrator/supervisor will encourage staff member to participate in a smoking cessation program.

Second Offense – Verbal warning by principal/administrator/supervisor will follow up with a letter within three days of the violation; the principal/administrator will encourage staff member to participate in a smoking cessation program.

Third Offense – One day suspension without pay; the school principal/administrator/supervisor will encourage staff member to participate in a smoking cessation program.

Fourth Offense – Employee subject to further disciplinary action up to and including discharge. The school principal/administrator/supervisor will encourage staff member to participate in a smoking cessation program.

C. Citizen/School Visitor:

1. A verbal request to stop smoking or to stop the use of other tobacco products on the school district site.

2. Upon refusal to comply, a report will be made to the person in charge who will issue a second verbal warning.

3. If the second verbal warning is not adhered to, the person in charge will direct the citizen to leave the site. Should non-compliance result, local law enforcement personnel will be called.

Legal Reference: RIGL 20.9 CRANSTON PUBLIC SCHOOLS

Regulation Adopted: 6/20/94 (Res. No. 94-6-49) CRANSTON, RHODE ISLAND

1411

Community Relations

Police Department

A cooperative effort shall be maintained between the officials of the school district and law enforcement agencies. It is paramount that the rights of the school, the home, the civil authorities, and of the individual be clearly understood and protected.

The Superintendent is instructed to formulate administrative regulations which will implement this policy.

**Policy Adopted: 3/20/72 CRANSTON PUBLIC SCHOOLS
CRANSTON, RHODE ISLAND**

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Policy No. 1330

**Use of School Buildings by School and Non-School Based
Organizations Policy**

Rules, Regulations, and General Information

All authorized persons or organizations must comply with the following rules and regulations for use of school buildings. The Cranston School Department, the Superintendent and/or School Committee reserves the right to make changes and/or additions to these rules and regulations if deemed appropriate for the safe use of

school buildings.

TERMS AND CONDITIONS

General

1. No permit will be confirmed until it has been approved by the Superintendent or his/her designee and has been processed and approved through the application process.

2. Facility Request Permits must be filed at least thirty (30) school days prior to the date of the desired request. Requests cannot be made through school custodians or other school personnel.

3. No permits will be issued to any persons under the age of 21.

4. The applicant shall assume and accept all legal responsibilities and necessary costs resulting from its activities including full responsibility for damage or theft that occurs during their use of the building as a result of the actions of any member of their group.

5. The applicant shall assume and accept all terms and conditions and responsibilities listed under “Physical Site” and “Supervision and Behavior” for the actions of any member of their group during their use of the building.

6. There are certain restrictions upon the use of school property and the building. The applicant is solely responsible for the fulfillment of the regulations of the following:

- a. State Department of Public Safety**
- b. State and Local Fire Laws**
- c. State and Local Police Laws**
- d. Internal Revenue Admission Laws**

e. State Laws Relating to Rental of School Facilities

7. The applicant may be required to have a police officer or firefighter in attendance. [SEE - Fire Safety Regulations, Police Safety Regulations] The applicant is responsible for any fees associated with these arrangements.

8. There shall be no parking or driving on any school property in conjunction with any function except as specified by the custodian or police officer on duty, or as approved by the Cranston Public Schools.

9. Unanticipated use after 10:00 p.m. may be subject to additional charges.

10. Cranston Public Schools does not loan school materials and equipment to individuals or groups.

Accessing the Requested Facility

1. Applicant must have their approved and date-valid request form available at all times.

2. Entry into a facility will not be permitted until the applicant responsible is present, and at the conclusion, the applicant must remain until the last attendee has left the school building.

3. School buildings will only be opened to authorized “applicant” and at such time the “applicant” will be responsible for the actions of the event attendees.

4. Entrance to the property shall be permitted ONLY via the main (front) doors of the school in use. All doors to the facility shall remain LOCKED at all times, except that custodial personnel shall unlock

main entry doors for entrance by authorized groups as scheduled (fifteen minutes before and after scheduled start)

5. The permit is issued for a stated period of time and the user must abide by the time. Cranston Public Schools reserves the right to stop any event going past the time stated on the permit issued.

Cancellation Rights

1. Phone and written notification of cancellation is required 24 hours before the scheduled event.

2. If the event is scheduled to be held on Saturday, Sunday, or a holiday, notification must be made 48 hours in advance.

3. Cancellations must be made to both the Superintendent's office and the Plant Operations office by phone.

Cranston School District Rights of Cancellation

1. When schools are closed for inclement weather, all activities are cancelled.

2. Cranston Public Schools have the Absolute Right of Cancellation/termination or to make necessary changes in the event of an emergency of any permit if the facility becomes unavailable. Should such termination take place, Cranston Public Schools shall not be held liable for any lost income, losses incurred, or otherwise any damages as a result of termination of the permit.

3. Cranston Public Schools will cancel the reservation of any organization whose chaperones fail to enforce the policies, regulations, and rules regarding the use of facilities.

4. Approvals are subject to change at any time based upon the rescheduling of RI Interscholastic Athletics, team practices, or

school-related activities or events.

PHYSICAL SITE TERMS AND CONDITIONS

Specified areas

Use of the facilities is limited to the area specified in the Facilities Use Request Form.

Property, Furniture, Equipment, Decorations, Special Equipment, Accidents, and Damage to Building

1. Applicant must leave clean and free of damage, all property, equipment, walls and furnishings. Any damages sustained to the facility and/or equipment during its use will be considered the responsibility of the applicant.

a. CPS will bill applicant for the repair and/or replacement of any damage, destruction, or

loss of school department property and equipment.

b. CPS will bill the applicant for cleaning beyond what is considered routine.

2. Applicant must return furniture and equipment to their proper places and remove all temporary decorations upon an event's completion and leave the facility in the condition in which it was found.

3. Applicant must receive prior approval in writing by the Superintendent or designee to bring special equipment, decorations, electrical fixtures, electrical equipment, or make any changes or modifications of school facilities to a specific area on the Facility Use Application.

a. If approved, such equipment and/or decorations are the responsibility of the applicant and must be removed immediately following the event.

b. Applicant may use only masking tape to affix decorations or other approved objects from ceilings & walls.

c. Applicant may not tie into circuit breaker panels.

4. All animals are prohibited from all school grounds with the exception of service dogs, canine units, etc.

Smoking, Use of Tobacco

Use of tobacco or smoking is prohibited anytime and anywhere in school buildings and on school grounds.

Alcohol

Alcohol is prohibited anytime and anywhere in school buildings and on school grounds.

Food and Beverages

1. Food and beverages are not allowed in any area of the school buildings, including gymnasiums, with the exception of school cafeterias or other areas by prior approval.

2. Food and beverages cannot be sold or served on school premises unless permission is granted by the Superintendent or his/her designee of Cranston Public Schools.

3. If such sale is approved, all health regulations and permits, local or otherwise, must be adhered to at all times.

4. Applicant is responsible for contacting the Board of Health to determine if a temporary food permit or license fee is required for any

event that involves the sale or distribution of food.

Vending, Selling, Exhibitions, Displays

- 1. Applicants may not engage in vending, free “give-aways”, exhibiting or displaying products, etc., including commercial advertisements without specific approval through the application process.**
- 2. Applicants are responsible for any additional approvals required by the Town’s Health Official.**

School Phones

- 1. School phones are not available for applicants. In an emergency, the School Principal or the custodian-in-charge may permit phone use, if accessible.**
- 2. Applicants should possess alternative communication devices such as cell phones.**

School Technology

Applicants may not use school technology or other related equipment.

High School Auditorium

- 1. Applicant may be required to have a police officer or fireman in attendance [SEE next page - Fire Safety Regulations, Police Safety Regulations.]**
- 2. Stage curtains, lights, specialized sound and lighting auditorium equipment, and sliding wall panels shall be manipulated by authorized school personnel only.**
- 3. Pianos are not to be moved without specific authorization. Organizations should request that pianos be moved on the**

application.

4. No refreshments may be served or taken into the auditorium.

5. Organizations may not place or allow to be placed any nails, tacks, screws, or other fasteners.

6. No part of the building shall be defaced; no substance shall be applied to the floors.

Gymnasiums are intended for athletic use.

1. Applicant may be required to have a police officer or firefighter in attendance [SEE next page - Fire Safety Regulations, Police Safety Regulations.]

2. No approval for gymnasium &/or athletic facilities will be granted / confirmed any earlier than thirty (30) days from date of applicant's event.

3. Groups will furnish their own equipment, etc., and will not use apparatus (ropes, ladder, etc.) unless specifically authorized on the permit.

4. Users will wear appropriate athletic footwear on any gymnasium - playing surface. Street shoes are not allowed on the gym floor and participants cannot wear cleats of any kind inside any school.

5. No refreshments – food or drink - may be served in or taken into the gymnasium.; unless previously approved on application.

6. Organizations may not place or allow to be placed any nails, tacks, screws, or other fasteners.

7. No part of the building shall be defaced; no substance shall be applied to the floors.

8. Spectators are not permitted on the playing surface.

9. Applicants are responsible for the conduct of their members and spectators.

10. Adult chaperones are required in locker rooms, if in use. Applicants are responsible for the conduct, and any related damage, of those using the locker rooms.

11. Applicants renting a gymnasium or athletic facility must provide first aid kits.

Kitchen Support and Equipment: Internal school programs only.

1. Internal school programs/groups may request use of the kitchen equipment in the cafeterias with a minimum of one (1) school-qualified safety-certified food service employee on duty. The group is responsible for associated fees. Any damage or additional cleanup costs necessary to facility or equipment will be charged to the group.

2. A school-qualified safety-certified food service employee must be assigned to any event/function that the kitchen area is requested and will be assigned by the Food Service Director or his/her designee.

“SUPERVISION AND BEHAVIOR” TERMS AND CONDITIONS

1. The applicant must be present throughout the time the facilities are being used.

2. Adult supervision (21 years or older) shall be provided at all events and said supervision must be present throughout the event. Entry into a facility will not be permitted until the applicant responsible is present, and at the conclusion, the applicant must remain until the last attendee has left the school building.

3. The applicant shall be directly responsible for and accept

responsibility for the supervision, behavior/decorum, and discipline of person(s) using the facilities and/or attending activities under their sponsorship. The applicant's responsibility shall include, but is not limited to, the following:

- a. Minors must be adequately chaperoned by responsible adults.**
- b. Applicant / chaperones must be present the entire time minors are on the premises.**
- c. When minors are using a facility, they are required to have adult supervision on a 1 to 15 ratio basis.**
- d. The District expects Applicant /chaperones to enforce all policies, regulations and rules of Cranston Public Schools and use sound judgment to ensure the safety and well-being of all those in attendance.**
- e. All children including siblings of participants are NOT ALLOWED in school facilities without a parent or responsible adult.**

4. All use shall be conducted in a manner designed to ensure the safety of those involved.

NOTE: CPS will cancel the reservation of any organization whose chaperones fail to enforce the policies, regulations, and rules regarding the use of facilities.

Fire Safety Regulations

1. On an event-by-event basis, in the absence of unusual hazard, the Fire Chief will determine the need for the presence of firemen according to city rules and regulations. The applicant will be required to pay for one or more uniformed firefighters as stipulated.

- 2. Use of matches, candles, incense, pyrotechnics, open flames/smoke are strictly prohibited in any school location.**
- 3. Total admittance for any single performance shall not exceed the maximum seating capacity of the facility in use.**

Police Safety Regulations

- 1. Whenever police are required by CPS, the applicant will be responsible for associated fees. Applicant will be billed by the Police Department.**
- 2. Any vehicle parked in a fire lane, no parking zone, or in front of a private driveway will be towed at the owner's expense.**

Custodial Support

- 1. School custodians are required to be on duty at all times when a school building is in use. Custodians shall not be asked to grant special privileges which are not specifically designated on the permit.**
- 2. Under no circumstance shall a custodian, either on regular duty or assigned for a specific event, be responsible for supervision of participants before, during, or after an event.**
- 3. A custodian on his/her regular duty will not be available for service during the time of the use and have no responsibility to groups, as they have regular duties to be completed, except in the case of an emergency. He/she will be limited to opening/closing the building for the applicant.**
- 4. For events that require the services of an assigned custodian, the number of custodians shall be determined by the Superintendent and**

Head of Plant Operations and will be determined from the information provided by the organization on the application form.

5. The custodian on an assigned duty shall be responsible for the supervision of the building and equipment, safety precautions in the building, cleaning of the building after its use, and for any services required by the applicant in accordance with the use of the facilities approval.

Accident, Liability, and Insurance Certificates

1. User groups other than those specifically exempted by the School Committee must present the Cranston Public School Department with an accident and liability policy insuring the agency, School Committee, the Cranston Public School Department, and the City of Cranston for and from any liability for personal injuries and/or property damage which may result during the time the agency is using the facilities of Cranston Public Schools.

2. Certificate of Insurance provided to the School Department must show evidence of insurance for property damage, liability, and medical liability and name the Cranston School Department and the City of Cranston as Additional Insured's to the user group's policy. The minimum amount of coverage acceptable shall be \$200,000 for property damage, \$1,000,000 per occurrence with a \$3,000,000 annual aggregate for liability and \$10,000 for medical payments liability. (See pages 15-17, Tenant Users Liability Insurance)

ELIGIBILITY, USER GROUPS, BUILDING HOURS, AVAILABILITY

Cranston Public School Department will consider facilities use eligibility upon the following criteria:

- a. School need for special events**
- b. Community need for special events**
- c. Date of COMPLETED application**
- d. Season of the sport or activity**

Eligibility –User Groups

- 1. The Superintendent of Schools and/or designee is hereby authorized to permit the use of CPS facilities under the condition that the use of public school facilities for school-related purposes will take precedence over all outside use.**
- 2. The CPS will endeavor to permit use of facilities on an equitable basis and accommodate the needs of applicants wherever possible.**
- 3. The use of school facilities will not interfere with the normal operation of school even when such activities are scheduled after building use has been approved.**
- 4. The School Committee and Superintendent retain the right to deny the use of school facilities to any group if it deems the use is detrimental to the interest of the community or interferes with the operation of the schools.**
- 5. The following groups are eligible for the use of school facilities:**

GROUP I

- Internal School Programs**
- Approved Municipal Department meetings**
- School organized programs that involve co-curricular or extra-curricular activities that are supervised and/or coordinated by school department employee(s) and sanctioned by the school**

department. [ie. Student Council / Athletic Teams / Sanctioned Clubs, etc.]

- Approved municipal department meetings such as Town Council meetings with stipulations.**

-

GROUP II

- School-Based Organizations**

- Volunteer groups tied to the CPSD that support school-based programs and that are sanctioned and recognized by the Superintendent as such. [ie., PTO/Athletic Booster Clubs, etc.]**

GROUP III

- Non–Profit Organizations**

- Local municipal Parks & Recreation programs as well as all volunteer, non-profit organization groups.**

- 75% of participants of this category must be town residents. [ie., CLCF, YMCA)**

GROUP IV

- Non–Profit and For-Profit Organizations**

- Non-profit organizations facilitated by compensated directors or coaches.**

- All for-profit group must be located in the State of Rhode Island.**

- All for-profit profit organizations wishing to rent our facilities must be located within Rhode Island.**

School Year “Building Hours”

“Building Hours” are 7:00 a.m. to 9:00 p.m. and are school year hours, excluding weekends, holidays, election days, and vacations and are subject to change.

Availability

- 1. School facilities are not available for non-school use on all Federal and Rhode Island holidays. The Superintendent or designee may waive the facility availability on a holiday, if he/she deems the request to be an extraordinary event and custodial coverage can be obtained.**
- 2. Summer rental requests are rarely granted so that all schools can be cleaned and repairs made for fall use.**

USER FEE SCHEDULE

Rates/Fees - Payment Terms & Conditions

When school buildings are used for the purpose other than for school use, fees are charged to help cover the cost of additional expenses, including but not limited to;

- heat**
- lights**
- other operating expenses**
- wear and tear - replacement or repair costs**
- maintenance of the facility - upkeep**
- custodial services**
- maintenance supplies that are incurred by the public school system.**

Therefore, charges are made by CPS to cover these costs.

Exceptions

- 1. The use of public school facilities for school [group] related purposes will take precedence over all outside use and are exempt from all charges with the exceptions as noted.**
- 2. If the school function takes place outside the normal building hours of the custodial coverage.**
- 3. If the school function requires set-up and/or clean-up.**
- 4. If the school function requires custodial services throughout the event.**
- 5. If the school function requires the staffing of the Food Service Department.**

Approved municipal department meetings are exempt from all charges with exceptions as noted:

- 1. If a requested use of a school building takes place outside the normal building hours of the custodial coverage.**
- 2. If a requested use of a school building requires set-up and/or clean-up.**
- 3. If a requested use of a school building requires custodial services throughout the event.**
- 4. If a requested use of a school building requires the staffing of the Food Service Department.**
- 5. The district PTO's are exempt from use of facility charges for monthly PTO events.**
- 6. Use of facilities for emergency purposes for the Emergency Management Association (EMA) will be established in a separate Memorandum of Agreement.**

7. The School Committee and Superintendent retain the right to deny the use of school facilities to any group if it deems the use is detrimental to the interest of the community or interferes with the operation of the schools.

8. The Facility Use Fee Schedule is outlined on the following page.

Custodial Fee Guidelines

1. Custodial/Supervisor Service: To perform duties that are specifically related to facility usage, including preparation set-up and break-down time, which shall be charged to the applicant per Fee Schedule; except that custodian(s) may not be required during athletic team practices or other extra-curricular activity under the direction of the team coach or a teacher respectively. Custodial fees will be charged when;

a. Beyond their normal shift hours; or

b. When it is determined the applicant is required to have an assigned custodian to an activity or event even when occurring during normal shift hours.

c. When there is no regular shift assignment for custodians.

2. Subject to negotiations for long term/multiple use requests.

3. If a custodian is in the building during normal working hours then the custodial hourly rate would be a minimum of one (1) hour to allow for cleanup of the area used.

4. Any time a custodian is needed outside of normal scheduled working hours and/or if a custodian is needed during the event then the Three (3) hour minimum rate would apply. Billing may be subject

to change based on the event needs.

5. If food or beverages are being served during the use of the facilities then the 3 hour minimum custodial fee would apply.

6. An additional One (1) hour custodial fee will apply during non-work hours for clean-up after the event is over.

USER FEES

The following fees are established for use of facilities. These fees are in addition to the custodial hourly rate fees and/or technician fees.

A. FACILITY

Classrooms \$10 per hour and Custodial Hourly Rate

Gymnasium \$35 per hour and Custodial Hourly Rate

Cafeteria \$20 per hour and Custodial Hourly Rate

Auditorium \$200 per hour and Custodial Hourly Rate

Computer Lab \$20 per hour and Custodial Hourly Rate

Pool Facilities \$25 per hour and Custodial Hourly Rate

Outdoor/Grounds \$15 per hour and Custodial Hourly Rate

Auditorium Technician \$20 per hour and Custodial Hourly Rate

Computer Lab Technician \$28 per hour and Custodial Hourly Rate

APPLICATION AND APPROVAL PROCESS

Obtaining Application

A Facility Use Application Form may be downloaded from this site or may be requested from the Plant Operations office, website, and/or the office of any School Principal.

Facility Application Process

Applications must be submitted at least thirty (30) calendar days in advance of the anticipated date of use via the office of the principal in the facility to be used.

Submission

The Facility Use Application Form must be “filled out” completely. If the Facility Use Application Form is missing any required information, the permit process may be delayed.

Any person, organization, or group - Applicant - wishing to use a facility of the CPS must:

- a. Complete the “Facility Use Application Form.”**
- b. Attach required Insurance Certificate if applicable.**
- c. After all necessary approvals are obtained, and the Facility Use Application Form is approved/disapproved, the Plant Operations Office will forward a copy of the permit to the applicant.**
- d. Applicants requesting repeated facility usage may file a single facility use request form which lists all dates requested.**

Signature

The applicant's signature on the Facility Use Application Form verifies acceptance of the billing as well as provides confirmation that the requestor has read, understands, and will abide by the Rules and Regulations governing Cranston Public Schools use of facilities.

Response

- 1. The Superintendent, or designee, shall review and either approve or deny the request for facility use.**
- 2. The Superintendent shall determine the need for a representative(s) of the school district to be present during the use of school facilities.**
- 3. The Superintendent of Schools and School Committee reserve the right to cancel any approved use of school facilities for violation of the listed terms and conditions.**
- 4. All information sent to the applicant should be reviewed, and if the applicant has any questions, he/she must contact the Plant Operations Office for assistance.**

The Cranston Public School Department will consider facilities use upon the following criteria:

- a. School need for special events**
- b. Community need for special events**
- c. Date of COMPLETED application**
- d. Season of the sport or activity**
- e. An application may be denied for any, but not limited to, the following reasons:**
 - i. Space availability limitations on the day(s), hour(s), and area(s) required to meet the applicant's needs.**

ii. Failure to submit a completed application request within the stipulated 30 day time frame

5. Approvals are subject to change at any time based upon the rescheduling of RI Interscholastic Athletics, team practices, or school-related activities or events.

6. When schools are closed for inclement weather, all activities are cancelled.

CRANSTON PUBLIC SCHOOLS APPLICATION FOR USE OF SCHOOL BUILDINGS

Step 1 of 6: Contact Information (Please print legibly)

Name of Individual Applicant and Group Name Requesting Use:

Group

Representative/Title:

Your requested GROUP classification {refer to user group descriptions/criteria to determine your group -

Group 1 ._____ Group 2 ._____ Group 3 ._____ Group 4 ._____

Street

Address:

City: _____ State: _____ Zip Code: _____

Daytime Phone:(____) _____ Evening
Phone:(____)_____
Cell Phone : (____) _____ E-mail:

Step 2 of 6: Activity/Event Description

Purpose _____ of
event: _____

Is this event sponsored by the Cranston Public Schools?
.Yes _____ **No** _____

Expected Attendance: _____

Describe _____ **event:**

Will the public be admitted? Yes ____ **No** ____

Will a fee be charged for admission? Yes ____ **No** ____ (If yes to,
admission charge: \$ _____)

Is this event a fundraising activity? Yes ____ **No** ____ (If yes, please
explain):

Is this a commercial (for-profit) event? Yes ____ **No** ____ (If yes, please
explain)

Step 3 of 6: Select Facility, Area and Equipment, Obtain Signatures

Date(s) _____ **Requested:** _____

Day(s) (PLEASE CIRCLE): Sunday Monday Tuesday Wednesday
Thursday Friday Saturday

Entrance Time to Facility: _____ **Start of Activity:** _____

End of Activity: _____ **Time Exiting Facility:** _____

GROUPS USING SCHOOL FACILITIES MUST CONCLUDE THEIR ACTIVITIES BY 10:00 P.M.

Check all that apply

Facility Requested:

Elementary School (name): _____

Middle School (name): _____

High School (name): _____

Other: _____

Area(s) Requested (check all that apply)

Auditorium Cafeteria

Classroom Gymnasium

Kitchen Locker Room

Other

If other, please list specific details:

Equipment Requested:

Stage Lighting P.A. System

Other

If other, please list specific details:

Step 4 of 6: Submit Complete Application Packet

Must be submitted thirty (30) days prior to activity or event. Complete packet includes:

- a. Signed and completed application**
- b. Certificate of Insurance with a minimum of \$1,000,000 for general liability coverage (covering bodily injury and property damage combined, and personal injury) naming Cranston School Department as an additional insured, unless otherwise requested.**
- c. Additional documentation as necessary. If a “Group 3” applicant – attach roster with all coach/supervisory information such as names, addresses, phone numbers; and names, addresses, phone numbers of participants.**

Step 5 of 6: Requestor Signature

It is understood through the submission and signature on this

application that:

- 1. Additional charges may result after the use of facilities (e.g., cleanup, damages, etc.)**
- 2. Total fees are due at least two (2) weeks prior to the planned event date(s), unless otherwise approved; no organization will be permitted to use school facilities if an unpaid charge exists from a prior use.**
- 3. Any damages sustained to the facility during its use will be considered the responsibility of the organization, and will be billed for any repairs needed to restore the facility to its original condition.**

(Note – checks should be made payable to Cranston School Department; no cash will be accepted.)

_____ Yes I have read the School Committee Policy, Rules and Regulations governing School Facilities Use.

_____ I understand that I and the organization I represent accept responsibility for compliance with the Cranston School Committee policies and regulations contained within as well as applicable laws, and payment of fees (if applicable, and subject to additional assessment in the event of damages) associated with the foregoing use of school facilities. Failure to do so may result in forfeiture of permit or failure of future school usage. I understand that the requested permit may need to be changed or cancelled to accommodate school groups/functions as outlined in School Committee policy and regulations.

Signature of Applicant Date

Print Name

NOTE: Upon approval of this request, THIS FORM WILL BECOME A BINDING CONTRACT.

FOR OFFICIAL USE ONLY

Step 6 of 6: Obtain Fire/Police Protection –this section is completed by the Superintendent and/or Police/Fire Chief only. The Superintendent will determine if police coverage is required.

1. Central Office will contact local fire officials directly to determine if coverage is necessary.

2. Payment for these services is the responsibility of the individual/group requesting use of the building.

_____ Police coverage required _____ Fire coverage required

_____ Police coverage NOT required _____ Fire coverage NOT required

ALL appropriate approvals and signatures are required in order as listed below, before FINAL submission to the Superintendent.

1. Building Principal

Name of School Requested: _____ Available: _____
_____ Yes _____ No

Additional

Comments: _____

Signature Date

2. Athletic Director [for gym and field use]

Name of facility/field Requested: _____

Available: _____ **Yes** _____ **No**

Additional

Comments: _____

Signature Date

3. Plant Operations

Approval: _____ **Yes** _____ **No**

Additional

Comments: _____

Attach fee schedule backup: Yes

Facility Use Fee: \$_____ **Equipment Use Fee: \$**_____

School Personnel Fee: \$_____ **Total: \$**_____

Signature Date

4. Superintendent

Approval: _____ **Yes** _____ **No**

Additional

Comments: _____

Signature Date